

A. G. Contract No. KR921915TRN  
ECS File: JPA 92-78  
Project: G 1050 19C  
Section: Reconstruct Southern Ave

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF BUCKEYE

THIS AGREEMENT is entered into 14 September, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF BUCKEYE, acting by and through its TOWN COUNCIL (the  
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 41-1513 and 28-1895 et seq to enter into this agreement  
and has by resolution, a copy of which is attached hereto and  
made a part hereof, resolved to enter into this agreement and  
has authorized the undersigned to execute this agreement on  
behalf of the Town.

3. The Town has requested Economic Strength Project (ESP)  
funds in the amount of \$100,000.00; the Arizona Department of  
Commerce and the Economic Development Commission have  
recommended the approval of such funds for the Town, and the  
Transportation Board has approved the funding, for the  
reconstruction and widening of approximately 2,500 feet of  
Southern Avenue to provide improved access to a new WALMART  
storage facility, and aid in the retention and development of  
local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>17076</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/14/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vince L. Greenewald</u>

## II. SCOPE

### 1. The Town will:

a. Insure the commitment of a minimum of \$85,000.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the Town and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$100,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the Town ESP funds in the amount of \$100,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the Town by reason of state law under which funds for the Project are authorized to be expended.

2. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007


Town of Buckeye  
Town Manager  
100 North Apache  
Buckeye, AZ 85326

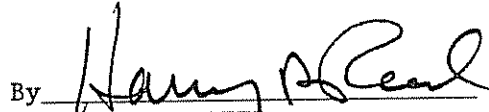
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF BUCKEYE

STATE OF ARIZONA  
Department of Transportation

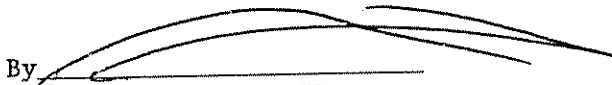
By   
JOE SCHETTINO  
Mayor

By   
HARRY A. REED  
Director, Transportation  
Planning Division

RECOMMENDED BY:

By   
KELLI SERTICH  
Planning & Development Director

ATTEST:

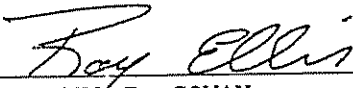
By   
FRED C. CARPENTER  
Town Manager/Clerk

JPA 92-78

RESOLUTION

BE IT RESOLVED on this 27th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Town of Buckeye for the purpose of conveying Economic Strength Development funds to the Town for improvements to Southern Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
for CHARLES E. COWAN  
Director

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RESOLUTION 24-92

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT THEREFOR.

BE IT RESOLVED by the Mayor and Common Council of the Town of Buckeye, Arizona, as follows;

Section 1 The Town Council of the Town of Buckeye, Arizona, hereby accepts a grant offer for Project G 1050 19 C, reconstruction of Southern Avenue.

Section 2 Entering into an intergovernmental agreement in connection with this project is hereby authorized. The Mayor is hereby authorized and directed to sign the intergovernmental agreement on behalf of the Town of Buckeye, and the Town Clerk is hereby directed to witness the signature of the Mayor on the aforesaid intergovernmental agreement.


PASSED AND ADOPTED by the Mayor and Common Council of the Town of Buckeye, Arizona, this 18th day of August 1992.

  
Joseph N. Schettino, Mayor

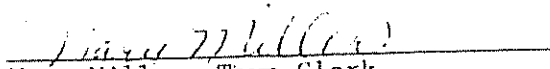
ATTEST:

  
Mary Miller, Town Clerk

APPROVED AS TO FORM:

  
Paul J. Faith, Town Attorney

I hereby certify this is a true and correct copy of Resolution 24-92 of the Town of Buckeye.

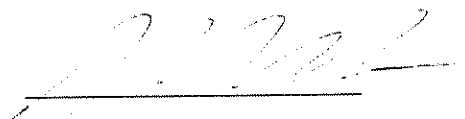
  
Mary Miller, Town Clerk

JPA 92-78

APPROVAL OF THE BUCKEYE TOWN ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF BUCKEYE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.*

DATED this 15 day of April, 1992.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-1915-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9<sup>th</sup> day of September, 1992.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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